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1993-94 Middlesex County Judicial Employees' Collective Agreement

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ARTICLE I - Recognition

The Assignment Judge hereby recognizes the American Federation of State, County and Municipal Employees, Local #3440 (hereafter referred to as the "Union") as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees, regardless of permanent or provisional status, covered by this Agreement. Included are: all clerical and administrative employees employed by the Judiciary in the Middlesex Vicinage, including employees of the Superior Court, Jury Commission, Law Library, Surrogates Office, County Clerk - judicial function, and Probation. Excluded are: all employees of the County Board of Freeholders in its non-judicial functions, managerial executives, craft and professional employees, police, confidential employees, supervisors within the meaning of the Act and consistent with the Judiciary's policies, employees in other negotiations units, secretaries to Judges, law clerks.

ARTICLE II - Management Rights

Section 1

The Judiciary retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Statutes and Constitutions of the State of New Jersey and of the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule making authority, and directives of the Administrative Office of the Courts and the Assignment Judge.

Section 2

Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

Section 3

As designees of the Assignment Judge, the County Clerk and the Surrogate will continue as the appointing authority and will retain the authority to hire, discharge, promote, and discipline all employees specifically considered County Clerk or Surrogate Judicial Personnel.

Section 4

Nothing in this agreement shall be construed to alter, diminish, or enlarge the rights, powers, duties, authority, and responsibilities conferred upon and vested in the County Clerk's and Surrogate's Office by the Statutes and Constitution of the State of New Jersey.

ARTICLE III - Pledge Against Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, political affiliation or non-affiliation, or sexual preference.

## ARTICLE IV - Grievance

Section 1 - Purpose

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

Section 2 - Steps

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed unless any step is waived by mutual consent:

Step 1 - An aggrieved employee may institute action under the provisions hereof by taking his/her grievance to his/her immediate supervisor within seven (7) working days after the occurrence or the grievant's knowledge of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable amount of time, five (5) working days, if possible. At this level, the grievance and response shall be in writing.

Step 2 - In the event a satisfactory settlement has not been reached with the supervisor, the employee or the Shop Steward may appeal his/her grievance to the appropriate Department Head, or his representative, within five (5) working days following the determination of the supervisor. Such appeal shall be in writing and shall contain the relevant facts, a summary of the applicable section of the contract violated and the remedy requested by the grievant.

The Department Head, or his representative, shall render a written decision to the grievant and the Shop Steward within five (5) working days from his receipt of the grievance.

Step 3 - In the event the grievance has not been resolved at Step 2, the employee and the Shop Steward may, within five (5) working days following the receipt by him of the determination of the Department Head, utilize one of the following two options:

- a. The employee may appeal to the Merit System Board under the laws and rules governing the operation of that agency provided that the Merit System Board agrees to hear the case; or
- b. The employee may appeal to the Assignment Judge, or his designee.

The Assignment Judge, or his designee, shall review the matter and issue a written decision within a reasonable time, fifteen (15) working days, if possible, from the submission of the grievance to him. The decision of the Assignment Judge shall be final and conclusive.

Failure by the grievant to act within said time periods shall constitute an abandonment of the grievance. The employer's failure to respond to a grievance within the time period shall be considered a denial of the grievance at that step with the exception of the final step of the grievance procedure.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Assignment Judge and the Union shall be utilized for any dispute covered by the terms of this Agreement.

#### ARTICLE V - Salaries & Longevity

##### Section 1 - Longevity

Effective January 1, 1993, and retroactive to that date, all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before negotiated wage increases are applied:

- a. Upon completion of 8 years of service and less than 15 years - 2% of base salary.
- b. Upon completion of 15 years of service and less than 20 years - 5% of base salary.
- c. Upon completion of 20 years of service and thereafter 7% of base salary.

Effective January 1, 1994, all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 1993 before negotiated wage increases are applied.

##### Section 2

Longevity payments shall not be payable on that portion of the base salary that exceeds \$30,000 per annum.

##### Section 3

An employee who is assigned to work in a higher title by a Department Head or his or her designee shall be paid an additional seventy-five cents (\$0.75) per hour over his or her existing salary, or the minimum hourly compensation of the higher title, whichever is greater, for each hour worked in the higher title for a period not to exceed three (3) continuous weeks, providing there is a certified eligible Department of Personnel list available for a vacancy selection. The Union President will be contacted by the Department Head or designee if the time period will exceed three weeks.

##### Section 4

a. Effective January 1, 1993 and retroactive to that date, all eligible employees in this negotiations unit shall receive a negotiated wage increase of three percent (3%) added to their December 31, 1992 base salaries.

b. Effective January 1, 1993, and retroactive to that date, all eligible employees in this unit shall receive a one hundred fifty dollar (\$150) wage increase to be applied after the negotiations wage increase stated in Section 4A.

c. Effective December 31, 1992, and retroactive to that date, minimums and maximums for each range shall be increased by three percent (3%).

##### Section 5

a. Effective January 1, 1994, and retroactive to that date, all eligible employees in this negotiations unit shall receive a negotiated wage increase of three percent (3%) added to their December 31, 1993 base salaries.

b. Effective January 1, 1994, and retroactive to that date, each eligible employee shall receive an increment after the application of the negotiations wage increase stated in Section 5a above. No employee at maximum or above maximum shall receive an increment.

c. Effective December 31, 1993, and retroactive to that date, minimums and maximums shall be increased by three percent (3%).

#### Section 6 - Wage Increase Eligibility

a. All employees in this bargaining unit being carried on the Employer's payroll on the effective date of wage increases as set forth in this article shall receive the wage increment described in this article. All employees on approved leave of absence on the effective date of wage increases shall receive wage increases upon their return to employment. All employees hired to or after the effective date of wage increases will be hired at least at the new minimum rate.

b. Employees who sever employment with the Judiciary prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees in which case payment will be made to his/her estate.

### ARTICLE VI - Hours of Work and Overtime

#### Section 1

The workweek for all employees covered by this Agreement shall be Monday through Friday and shall consist of thirty-five (35) hours. The hours of work shall begin at 8:30 a.m. and end at 4:15 p.m. Each employee shall be entitled to a lunch period of forty-five (45) minutes.

Each employee shall be entitled to a fifteen (15) minute break for each half day period of work, morning and afternoon. It is understood that the aforementioned breaks shall not be taken in conjunction with starting time, lunch time or at the end of the workday.

#### Section 2

Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted by management on the time report along with amount of overtime (time-in time-out) and certified by the Department Head.

#### Section 3

Comp time utilization must be approved by the Department Head. Comp time must be used in the calendar year accrued. Comp time earned in December must be used in the following January or be forfeited. Any accrued comp time will be paid upon separation from the Judiciary/County. If an employee is denied use of his/her accrued December comp time in January, the employee shall receive pay for the unused accrued December comp time.

#### Section 4

If an employee does not give five (5) working days prior notice of taking a vacation day and is scheduled to work on a Saturday or Sunday, or on a sixth or seventh consecutive day in the week that a vacation day is taken, then that employee shall be paid at the straight time rate for those overtime hours worked,

except as follows: If an employee is ill, or if an employee requests a vacation day in the same workweek that the employee is later scheduled or requested to work on Saturday or Sunday, or on a sixth or seventh consecutive day in the week, by a Department Head or his/her designee, the employee shall be paid at the rate of time and one-half (1½) in pay for the overtime hours worked.

#### Section 5

If an employee is called in or back to work by any Department Head or his/her designee, non-contiguous except as specified in Section 5(a) with his or her regularly scheduled workday, the employee shall receive a minimum of four (4) hours pay at the rate of time and one-half (1½) in pay, regardless of the actual time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call-out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

a. Employees who are called and report in to work for a period of up to two (2) hours prior to the commencement of their normal shift shall be paid time and one-half (1½) for the time worked and not be entitled to a minimum four (4) hours. If called in more than two (2) hours prior to the commencement of the work shift, the employee shall be entitled to the minimum of four (4) hours regardless of time worked.

b. It is further agreed to and understood that any employee working a period of up to two (2) hours connected with his/her normal shift will revert back to a straight-time pay at the start of their normal shift.

c. The provisions of this paragraph will not apply to snow emergencies.

#### Section 6

Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half (1½) in pay for all hours worked beyond their regularly scheduled workday, except that the rate of pay may increase as hereinafter provided.

#### Section 7

Employees working a seventh consecutive workday shall be paid at the rate of time and one-half (1½) pay for the first three and one-half (3½) hours worked that seventh day. Employees shall be paid at the rate of double time (2x) for the remainder of the seventh consecutive day of work.

#### Section 8

Except as provided in Section 10, employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half (1½) in pay for all hours worked on the holiday, but shall not also receive a compensatory day.

#### Section 9

Notwithstanding any other provision of this Agreement to the contrary, employees scheduled to work on New Year's Day, Memorial Day, July 4th or Christmas or the days which these holidays are officially observed shall be paid their regular day's pay plus an additional rate of double time in pay for all hours worked on those holidays, but shall not also receive a compensatory day.

Section 10

Overtime shall be scheduled on an equalized basis provided the employee as solely determined by management has the ability to perform the overtime assignment.

Section 11

Any hour worked and paid for at an overtime rate shall not be pyramided or used again for computing pay in excess of the normal workweek or for any other pay.

Section 12

A written schedule shall be posted at all times, and kept current indicating the overtime hours worked by each employee in the respective departments.

Section 13

Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for shift work shall be also considered half-day periods of work).

Section 14

An employee may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory time shall be computed on the same basis as overtime or holiday compensation (example: if an employee is entitled to one and one-half times in pay, then the compensatory time off shall equal one and one-half times the number of overtime hours worked). However, the employee's Department Head shall retain the final authority whether to grant compensatory time. Such practice shall be in accordance with the Fair Labor Standards Act.

Section 15

Any policy adopted by the Judiciary with regard to inclement weather conditions shall be in effect for all members covered by this Agreement.

ARTICLE VII - Sick Leave

Section 1

Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation or attendance upon a member of your immediate family in your household who requires care. The employee may request sick leave for family residing outside of the home; approval by the Department Head shall not be unreasonably denied.

Section 2

A new employee shall earn sick leave at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter ( $1\frac{1}{4}$ ) days per



month. Thereafter, on January 1st of each year, all employees shall be credited with fifteen (15) days for that calendar year.

### Section 3

a. In the event that the Judiciary requires a medical certificate to verify the illness which caused the absence from work, the Judiciary will reimburse the employee for one-half ( $\frac{1}{2}$ ) the cost incurred for obtaining said verification.

b. In all cases of reported illness or disability suffered by an employee, the Judiciary reserves the right to request a medical physician to examine the reports on the condition of the patient to the Department Head.

c. The provisions of the Family Leave Act shall be adhered to by all parties to this Agreement.

### Section 4

During protracted periods of illness or disability of an employee, the Department Head may require interim reports at Employer expense on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a County medical physician. The Department Head shall not be arbitrary and capricious in making such requests. When under medical care, employees are expected to conform to the instructions of the attending physician.

### Section 5

The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

### Section 6

The recommendation of the appointed medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the appointed medical physician and the personal physician, to require the employee to submit to an examination by a third doctor at Employer expense.

### Section 7

In charging an employee with sick leave, the smallest unit to be considered is one-half ( $\frac{1}{2}$ ) of a working day.

### Section 8

If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designee shall be notified as early as possible, preferably prior to the beginning of the workday but no later than fifteen (15) minutes after the start of the workday. Failure to notify the Department Head or his designee may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head or some other responsible representative of the Judiciary any of the first five (5) days will be subject to dismissal.

Section 9

Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

Section 10

Any employee who calls in sick for the purpose of engaging in outside employment may be subject to immediate discharge.

Section 11

Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

Section 12

Sick leave shall be pro rated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year; or portion thereof from date of hire and is entitled to use all sick time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro rata number of sick days, the per diem rate of pay for the excess sick days shall be deducted from the separated employee's last paycheck(s). The comptroller upon receiving notification of overpayment shall write to the former employee to secure reimbursement of the overpayment.

Section 13

Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, such monies being turned over to the Employer.

Section 14

At the end of each contract year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year in the amount of one day's pay for every three (3) days credited and not used to a maximum of five (5) days. Only employees having used five (5) days of sick leave or less out of fifteen (15) sick days credited per current year qualify for participation. Eligible employees applying for sick leave buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the second payroll of the succeeding year.

Section 15

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Section 16

Employees covered under the terms of this Agreement shall be entitled, upon retirement within meaning of PERS to receive a lump sum payment, as supplemental compensation, which sum shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the employee's daily rate of pay for every full day at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the personnel office on the effective date of his/her retirement.

Section 17

Sick leave shall accumulate year-to-year without limitation except as noted above.

Section 18

It is understood that all leaves of absence are subject to the approval of the appointing authority.

## ARTICLE VIII - Vacations

Section 1

One day per month in first calendar year for each month of service.

Completion of one (1) year through completion of  
five (5) years .....12 days

From completion of five (5) years through completion  
of nine (9) years .....15 days

From completion of nine (9) years through completion  
of twelve (12) years .....16 days

From completion of twelve (12) years through completion  
of twenty (20) years .....20 days

Twenty-one (21) years forward .....25 days

Section 2

All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head up to a cap of one (1) calendar year's allotment and further subject to any special provisions that the Department Head in its sole discretion determines to be in the best interest of the Judiciary. The Department Head shall not be arbitrary and capricious in applying the provisions of this paragraph.

Section 3

Employees must submit vacation preferences by April 1st of each year with first and second choices. Failure to timely submit such request shall result in the employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

Section 4

When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head and shall not be unreasonably denied. Verifiable emergencies shall be considered on short notice by the employer provided an employee has exhausted his/her personal leave time.

Section 5

Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head and shall not be unreasonably denied.

Section 6

If, for any reason, an employee's vacation is cancelled by management, the vacation may be rescheduled in accordance with Section 3.

Section 7

Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro rata number of vacation days, the per diem rate of pay for the excess vacation days shall be deducted from the separated employee's last paycheck(s). If separation of employment occurs before the end of the calendar year and the employee has used less than his or her pro rata number of vacation days, the per diem rate of pay for all unused vacation days shall be added to the employee's last paycheck(s). The comptroller upon receiving notification of overpayment shall write to the former employee to secure reimbursement of the overpayment.

Section 8

Employees may elect to be paid in advance for vacation time provided fourteen (14) days prior written request is given to the Employer's designee. Payment shall be made on the last payday prior to the vacation. An employee may request an advance only twice a year, except in the event of a verifiable emergency. A minimum of five (5) continuous vacation days must be taken, one day of which must include the scheduled payday.

Section 9

Unused vacation days may be carried over for one (1) calendar year at management discretion or where a vacation request had been denied by management during the calendar year, subject to the approval of the appointing authority.

## ARTICLE IX - Holidays

Section 1

Judicial employees shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. These legal holidays shall include:

January 1st.....New Year's Day  
3rd Monday in January.....Martin Luther King's Birthday  
February 12th.....Lincoln's Birthday  
3rd Monday in February.....Washington's Birthday  
Last Monday in May.....Memorial Day  
July 4th.....Independence Day  
1st Monday in September.....Labor Day  
2nd Monday in October.....Columbus Day  
November 11th.....Armistice or Veteran's Day  
4th Thursday in November.....Thanksgiving Day  
December 25th.....Christmas Day  
Good Friday and General Election Day

Section 2

If a holiday falls during an employee's approved bereavement leave, that employee shall be granted the holiday with pay at a time approved by the Department Head.

Section 3

Permanent part-time employees sick leave, vacation and holiday pay shall be provided on a prorated basis.

Section 4

Those employees with no credited sick, vacation or personal time who are absent without pay prior to or the day after a holiday will not be compensated for that said holiday.

Section 5

In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday. This provision shall not be applied to authorized absences or verifiable illnesses if requested.

ARTICLE X - Personal Days

Section 1

Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually. Such leave shall be noncumulative.

Section 2

A personal business day application shall, except in cases of emergency, be made at least forty-eight (48) hours prior to the personal day to be taken. Approval of such leave shall not be arbitrarily denied.

Section 3

New employees shall accrue one (1) personal day at the end of each third month of employment. Thereafter, each employee shall be credited with four (4) personal days on January 1st of each year. Payment for personal days shall be calculated on the basis of one (1) accrued personal day for each three (3) months of employment completed in the year said employment is terminated.

Section 4

Personal days may be taken on separate days or consecutively.

ARTICLE XI - Bereavement Leave

Section 1

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the next working day, but in no event shall said leave exceed three (3) successive working days except for five (5) successive working days for employee's spouse or child.

## Section 2

The "immediate family" shall include only aunt and uncle, parents, grandparents, grandchildren, brother, sister, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, current son-in-law, current daughter-in-law, or relative continuously residing in the employee's home.

## Section 3

Reasonable verification of the event may be required by the Judiciary.

## Section 4

An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

## Section 5

If an employee is on vacation leave or sick leave and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

## Section 6

The time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

## Section 7

If a holiday falls during an employee's approved bereavement leave, that employee shall be granted the holiday with pay at a time approved by the Department Head. (Article IX, Section 2)

# ARTICLE XII - Military Leave

## Section 1

Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to vacation.

## Section 2

When an employee not on probation has been called to active duty or inducted into the military forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Judiciary within sixty (60) days following an honorable discharge from the military service.

and provided he/she has not voluntarily extended the length of his military service.

### Section 3

If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIII - Jury Leave

### Section 1

A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid his full daily base rate of pay (up to a maximum of seven (7) hours), subject to the following conditions:

- a. The Employee must notify the department head immediately upon receipt of a summons for jury service;
- b. The Employee submits adequate proof of the time served on the duty and the amount received for such service.

### Section 2

If on any given day, an employee is attending jury duty he or she is released by the Court prior to 12 noon, that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

### Section 3

The employee shall turn over to the Employer monies received from jury duty that exceed \$10.00 per day. The employee shall not be required to turn over monies received from jury that are less than \$10.00 per day.

## ARTICLE XIV - Work-Incurred Injury

### Section 1

Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

### Section 2

An employee may not return to work without a certification from his/her physician that he/she is capable of returning to work. Should the Judiciary wish any additional opinion other than what is specified above, it may order the employee to a medical physician for a certification to return to work at the employer's expense. Should there be a difference of opinion between the two doctors, then the employer will send the employee to a third doctor at employer's expense.

Section 3

All employees covered by this Agreement shall comply with the procedures followed by Middlesex County employees.

Section 4

Paid holidays occurring during a period of injury leave shall not be charged to injury leave.

## ARTICLE XV - Insurance

Section 1

Employees covered by this Agreement shall receive the same insurance benefits as are provided generally to employees of Middlesex County including co-pay prescription, dental and other benefits.

Section 2

The prescription plan and dental plan are not currently available for retirees. If and when the County obtains coverage for the said benefits during the term of this Agreement, it shall be made available to any employee who would retire after the date of its availability at the then prevailing County retiree group rate at the employee's own expense including any additional administrative fee the plan may charge.

## ARTICLE XVI - Probationary Period

All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the Judiciary reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement.

## ARTICLE XVII - Seasonal Employees (Summer Help)

Section 1

Indirect benefits for seasonal employees will be limited to Workmen's Compensation and those other benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization and dental benefits or any other indirect contractual benefits.

Section 2

Seasonal employees shall not work more than four (4) months per year, with exceptions where it may be necessary to extend the seasonal employee's work period for limited amounts of time in order to complete the summer work schedules wherever necessary.

Section 3

Employees on layoff shall be hired as seasonal employees first, prior to hiring new personnel.



Section 4

Seasonal employees must not be hired above the salary of any bargaining unit member within the salary range of the appropriate job title and cannot exceed the maximum of the title for which they are hired.

## ARTICLE XVIII - Part-time Employees

Section 1

All regular part-time employees, whether permanent or provisional employees awaiting examination, (but not seasonal employees) shall be paid on an hourly basis based on the annual wage for the appropriate job classification as set forth in the adopted salary schedule, pro rata.

Section 2

Each regular part-time employee shall earn one (1) day of paid vacation leave for each twenty-two (22) full days worked. For an eight-hour-per-day employee, twenty-two (22) days shall mean working 176 hours; for a seven-hour per-day employee, twenty-two (22) days shall mean working 154 hours.

Section 3

Each regular part-time employee shall earn 1½ days of paid sick leave for each twenty-two (22) full days worked. For an eight-hour-per-day employee, twenty-two (22) days shall mean working 176 hours; and for a seven-hour-per-day employee, twenty-two (22) days shall mean working 154 hours.

Section 4

Each regular part-time employee shall be paid for that portion of each holiday that he or she would have been scheduled to work on that day.

Section 5

Each regular part-time employee shall be covered for all of the medical benefits included in this Agreement, except vision care, if they are scheduled for and normally work twenty (20) hours or more each week.

Section 6

Regular part-time employees are not entitled to the following: bereavement days and longevity.

Part-time employees shall have their personal days pro-rated and be granted that portion related to their actual hours worked providing the employee works twenty (20) hours or more per week. Such leave shall not be cumulative.

Section 7

If an employee earns \$1,500 per year and is paid in each quarter of the year then the employee shall be enrolled in the PERS immediately if he is a permanent employee or after one (1) year continuous service if provisionally appointed.

ARTICLE XIX - Safety

Section 1

The employee, upon discovering an unsafe or hazardous condition, will as soon as possible tell his supervisor and put such complaint in writing. The supervisor shall investigate such complaint and report on his investigation to both the employee and the department head in writing.

Section 2

All employees are required to have a high regard for personal safety and the safety of others.

Section 3

All employees covered by this Agreement shall follow the procedures in notification of alleged safety violations as those of Middlesex County employees generally.

Section 4

The Union shall appoint one (1) judicial employee as a member of a safety committee which shall be established to review alleged safety complaints with approval and prior notice to the County.

Section 5

Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE XX - Promotions

Section 1

All eligible employees shall be advised that a promotional vacancy exists. Notice of such vacancy shall be posted on all appropriate bulletin boards.

All vacancies for classified positions will be posted.

Section 2

No employee shall receive a pay cut on promotion.

Section 3

All employees promoted by New Jersey Department of Personnel (formerly Civil Service) certification or provisional appointment shall receive a higher salary calculated in the following manner: (a) the employee's base salary under his or her old job title shall be increased by six percent (6%) or (b) the employee shall receive the minimum salary for the new position, whichever is greater.

Section 4

An employee whose provisional appointment does not become permanent or who cannot be reached on a certified list of eligibles which names the employee as a provisional, will be returned to his or her next previous lower title and the

salary for that title, including any negotiated wage increases for the original title.

#### Section 5

All promoted employees who receive a new annual salary pursuant to this section shall also be entitled to receive all other wage increases as provided in the Salary Article.

#### Section 6

Seniority is defined as an employee's total continuous length of service with the County and/or the Middlesex Judiciary beginning with initial date of hire. Any authorized leave of absence is considered to be continuous service with no accrued seniority for that period of time.

#### Section 7

The Judiciary reserves the right to layoff personnel pursuant to New Jersey Department of Personnel (formerly Civil Service) Rules and Regulations.

#### Section 8

Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available as solely determined by the Judiciary. The Judiciary will not hire new employees while there are employees qualified to perform the duties of the vacant position on the recall list, unless such employees on recall shall refuse to accept such employment.

#### Section 9

The Judiciary shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

#### Section 10

The Judiciary shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

#### Section 11

Promotional qualifications and procedures for permanent classified employees are governed by the New Jersey Department of Personnel rules and regulations.

#### Section 12

For the purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title. The Judiciary agrees to post a notice regarding any promotional job vacancy except if an existing list exists. Such notice shall be posted at every work site within the department where the vacancy exists. The posting shall list the salary level, hours of work, classification, job description and qualifications.

## ARTICLE XXI - Discipline

Section 1

It is expressly understood that all employees covered by this Agreement are obligated to comply conscientiously with all rules, regulations, policies and directives of the Judiciary.

Section 2

Failure to do so will constitute grounds for appropriate corrective and/or disciplinary measures. Discipline may be imposed for those causes set forth in N.J.A.C. 4A:2-2.3, and for violation of the rules, regulations, policies and directives of the Judiciary. Cases referred to herein for applying discipline are not meant to be exclusive.

Section 3

Discipline shall be progressive in nature and corrective in intent.

Section 4

Permanent employees subject to the application of the provisions of this Article for misconduct that could lead to or has resulted in reduction in grade, suspension without pay for more than five (5) working days, fine, discharge, or similar penalty are entitled to the following:

- a. Written notice of claimed violations;
- b. Within ten (10) working days following notice of violation, the department head shall hold a hearing at which the employee(s) is permitted to attend with representation;
- c. An opportunity to present evidence in his or her defense; and
- d. Within ten (10) working days following the hearing, a written statement of the findings, conclusions and action taken.
- e. Employees who are disciplined may appeal for a hearing before the appointing authority and in accordance with N.J.A.C. 4A:2-2.5 and N.J.A.C. 4A:2-2.6.

Section 5

The procedure incorporated in Sections 1 through 4 of this Article is not intended to preclude a classified employee from exercising rights granted by the New Jersey Department of Personnel (formerly Civil Service) in accordance with N.J.A.C. 4A:2-2.2 for the review of discipline, unless the employee elects to utilize Section 6 of this Article.

Section 6

If the disciplined party is not satisfied with the decision of the Department Head, within five (5) working days thereafter, disciplinary decisions as set forth in Section 4 of this Article may be appealed to the Assignment Judge or his judicial designee whose decision shall be final.

Section 7

Discipline resulting in less than five (5) working days suspension is subject to the grievance procedure incorporated herein.

Section 8

Disciplinary action taken against provisional employees shall be subject only to the grievance procedure contained herein.

## ARTICLE XXII - Personnel Files

Section 1

A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the offices of the appropriate Department Heads.

Section 2

Each employee shall have the right to inspect and review his or her individual personnel file, upon request to the appropriate Department Head. The Department Head recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy at employee expense, define, explain, or object to in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in file or be waived.

Section 3

All personnel history files shall be carefully maintained and safeguarded.

Section 4

Employees shall receive a copy of any performance related document being placed in his or her personnel file within ten (10) working days. The employee shall sign off and date any document given to him.

Section 5

The files maintained by the appropriate Department Head are the official personnel files for all employees.

## ARTICLE XXIII - Union Representatives - Rights and Privileges

Section 1

The Union shall have the right to designate such of its members (which shall not exceed ten (10)), in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

Section 2

Nothing contained herein shall prohibit the Judiciary from transferring and/or reassigning Stewards and/or officers so long as such transfer and/or reassignment is not due to their Union activities.

Section 3

The Union shall furnish to the Employer a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.

Section 4

A Steward may arrange to check time cards, time books and time sheets at reasonable times, so long as there is no interference with proper service to the Courts and the public. An employee may arrange with the supervisor to check his or her time card, time book or time sheets, at any reasonable time.

Section 5

Whenever a representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, disciplinary hearings, unfair practice charges, or formal conference within the Courthouse, the employee shall suffer no loss in pay. Union representatives who are not judicial employees will be recognized by the Employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

Section 6

The Union shall have the use of bulletin boards and interoffice mail for official Union business only.

Section 7

a. Union representatives, who are not County employees, will be permitted, with advance notice and approval of the Department Head to visit with employees during working hours for the purpose of assessing Union representation matters only. Such representatives shall also be recognized by the employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

b. Union Officers and Stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice and approval from their own Department Head (or his/her designee), and approval of the Department Head of the affected employee.

c. Effective upon this Agreement, Union members to be designated by the Union shall be granted seven (7) paid days providing these days coincide with their regularly scheduled work days, and seven (7) unpaid days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year to year basis.

d. The Union shall request these days at least one (1) week in advance.

## ARTICLE XXIV - Dues Checkoff

Section 1

Upon the receipt of a lawfully executed written authorization from an employee, the employer agrees to deduct the regular monthly dues of such employee(s) from his/her paycheck and remit such deductions together with records of any corrections to A.F.S.C.M.E., Council #73, 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619.

Section 2

If there is any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Employer, written notice thirty (30) days prior to the effective date of such change.

Section 3

Any Union member desiring to resign from the Union shall be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. The request must be in writing to the President of the Union and the Employee's Comptroller.

Section 4

The Employer agrees to withhold dues on behalf of A.F.S.C.M.E. only during the term of this Agreement.

Section 5

No deductions will be made in the last pay period of June and December.

Section 6

The Union shall indemnify, defend and save harmless, the Employer and County against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer and County in reliance upon the salary deduction authorization cards submitted by the Union to the Employer or County, or any action taken by the Employer or County under provisions of this Article.

## ARTICLE XXV - Representation Fee (Agency Fee)

Section 1

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until December 31, 1994. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Judiciary has finalized formal adoption of this system for nonmember appeals, and thereafter in each year of the Agreement on January 1, an assessment

shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date, i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated with proper notice to affected employees.

#### Section 2 - Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Section 1 of Article XXIV.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

#### Section 3 - Deduction and Transmission of Fee

After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### Section 4 - Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.



Section 5 - Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

- a. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
- (1) A statement, verified by an independent auditor or by some other suitable method, of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
  - (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues, as to how to request review of the amount assessed as a representation fee in lieu of dues.
  - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
  - (4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
- b. The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

Section 6 - Judiciary and County Held Harmless

The Union hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union. The term "excluded position" shall include, but not be limited to, confidential, managerial, exempted position, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

Section 7 - Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

ARTICLE XXVI - Video Display Terminals

Section 1 - Training shall be provided.

Section 2 - Chairs shall be provided that are adjustable in height and the angle of the back support.

The work station shall be designed to provide for independent adjustment of the keyboard height, screen height and position (if available in said equipment).

Other accessories which are required on an individual basis such as foot and wrist rests, anti-glare screens, anti-static pads or spray, etc., shall be provided.

Section 3 - Where practicable, the work station shall have direct sunlight shaded, and operators should be seated at right angles to any windows to avoid seating arrangements that have the operator facing the window.

Where practicable, non-flourescent lighting shall be provided for each work station. All existing flourescent lighting should be modified to lessen or reduce glare.

The work space shall be free of any potential electrical hazards, including exposed wires or exposed extension cords.

Section 4 - Upon submission of proof satisfactory to the employer, if an employee is physically incapable of operating a VDT terminal due to injury, disability or pregnancy, the employer shall make every effort to assign such an employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignment shall not exceed one year.

ARTICLE XXVII - Policy on New Jersey Department of Personnel (Civil Service)

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

## ARTICLE XXVII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

## ARTICLE XXVIII - Retention of Existing Benefits

Except as otherwise provided herein, all rights, privileges and benefits which Union members have heretofore enjoyed, and are presently enjoying, which are substantially uniform in their application to employees in a unit, shall be maintained and continued by the Judiciary during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable except as otherwise provided herein. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated between the parties before they are established.

## ARTICLE XXIX - Miscellaneous

Section 1 - Meal Reimbursement

Effective upon execution of this Agreement, any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of seven dollars and twenty-five cents (\$7.25) for the year 1994.

Section 2 - Mileage Allowance

Whenever an employee shall be required to use his or her personal vehicle in any Employer-connected business, he or she shall be entitled to an allowance of twenty-two cents (\$.22) per mile. Additional expenses such as parking, tolls, etc. shall be reimbursed to the employee upon submission of a receipt and voucher.

Section 3 - New Employees

If any new employee is hired at other than starting salary, that situation shall be communicated and discussed with the Union President.

Section 4 - Reclassification Survey

If the Employer requests a complete job title survey or reclassification survey of any job title covered by this Agreement from the New Jersey Department of Personnel, the Union, shall be permitted to take an active part in the survey. The Employer shall notify the Union that a survey shall take place, and shall request recommendations from the Union, and cooperate with the Union regarding said survey.

Section 5 - Correction of Paycheck Errors

All employees covered by this Agreement shall be subject to the same procedures as those followed by Middlesex County employees.

ARTICLE XXX - Conclusiveness of Agreement

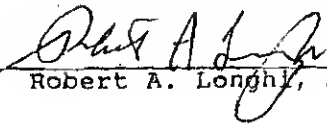
This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the rights of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXXI - Duration of Agreement

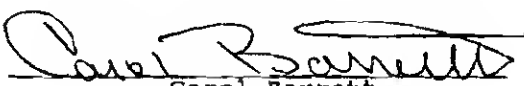
This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 1994 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this  
day of 1994.


For the Judges

  
Robert A. Longhi, A.J.S.C.

For A.F.S.C.M.E. Council #3440

  
Carol Barrett  
President

For the County

  
David B. Crabiel  
Freeholder Director

  
Dorothy K. Power  
Clerk of the Board

JUDICIARY/COUNTY OF MIDDLESEX

Understanding

At the request of the Judiciary, the Administration of the County of Middlesex was actively involved in the negotiations of the 1993-94 Middlesex County Judicial Employees' Agreement and, as a result, agree with the terms contained therein.

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